

**STANDARD AGREEMENT**

STD. 2 (REV. 5-91)

CONTRACT NUMBER DGS-OFA-TOY-EV01	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER I.D. 95-1958272	

THIS AGREEMENT, made into and entered into this 4<sup>th</sup> day of October, 19 99  
in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE, OFFICER ACTING FOR THE STATE

Chief, Office of Fleet Administration

AGENCY

Department of General Services

, hereafter called the State, and

CONTRACTOR'S NAME

Toyota Motor Sales, U.S.A., Inc.

, hereafter called the Contractor.

WITNESSETH: That the Contractor and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion and attach plans and specifications, if any.)*

The Contractor agrees to provide and the State agrees to accept, services as set forth in the Terms and Conditions of this Master Service Agreement (MSA) and the documents references and included in this MSA as exhibits.

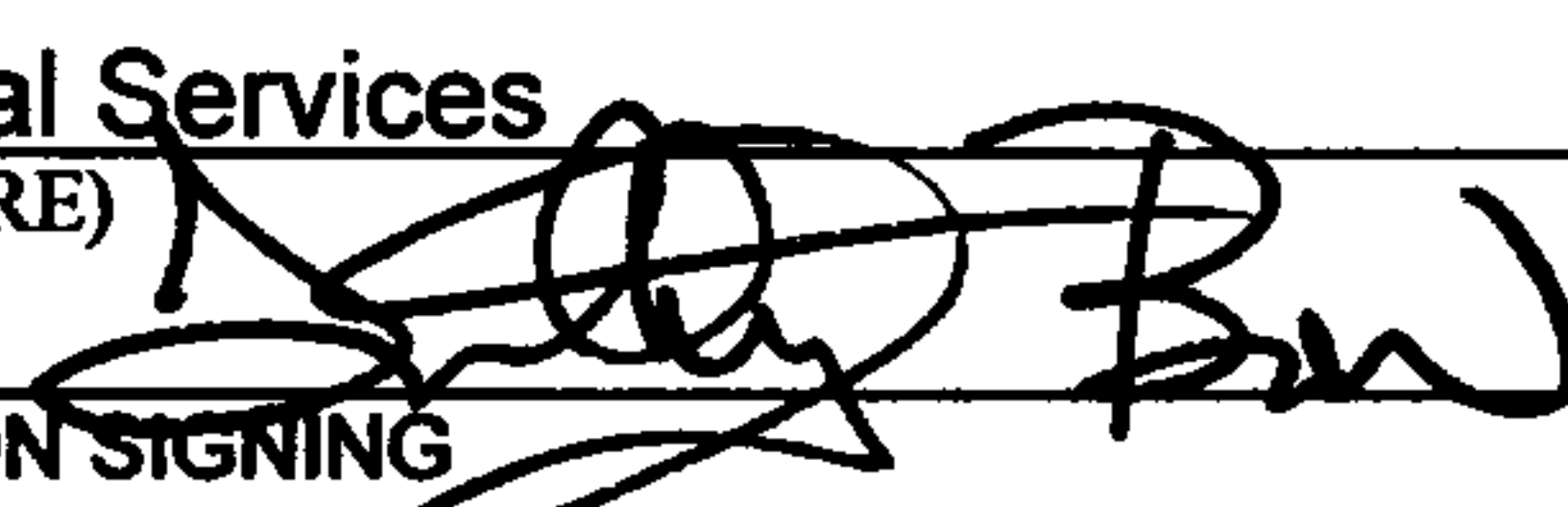

The following items are incorporated by reference and made part of this MSA:

- Items 2 through 7 on the back of this form,
- The Terms and Conditions, Pages 1-6,
- Exhibit A, Toyota Motor Credit Corporation RAV4-EV Lease Agreement,
- Exhibit B, a sample Purchase Estimate (STD. 66)
- Exhibit C, a sample Subscription (Lease) Agreement,
- Exhibit D, Instructions for Leasing the Toyota RAV4 Electric Vehicle,
- Exhibits E-I, statements and documents cited on Page 5 and 6 of Terms and Conditions,
- Exhibit J, 1998 RAV4EV Order Request ,and
- Exhibit K, Rule of 78s Method.

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of General Services		CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Toyota Motor Sales, U.S.A., Inc.	
BY (AUTHORIZED SIGNATURE) → 		BY (AUTHORIZED SIGNATURE) → 	
PRINTED NAME OF PERSON SIGNING Timothy Bow		PRINTED NAME AND TITLE OF PERSON SIGNING Marvin Rivers, Corporate Fleet Manager	
TITLE Chief, Office of Fleet Administration		ADDRESS 19001 So. Western Ave., Torrance CA, 90501	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM CATEGORY (CODE AND TITLE)		FUND TITLE
	(OPTIONAL USE)		
	ITEM	CHAPTER	STATUTE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	OBJECT OF EXPENDITURE (CODE AND TITLE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$			
I hereby certify that upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER →		DATE	

Department of General Services  
Use Only

**APPROVED**

OCT - 4 1999

DEPT OF GENERAL SERVICES

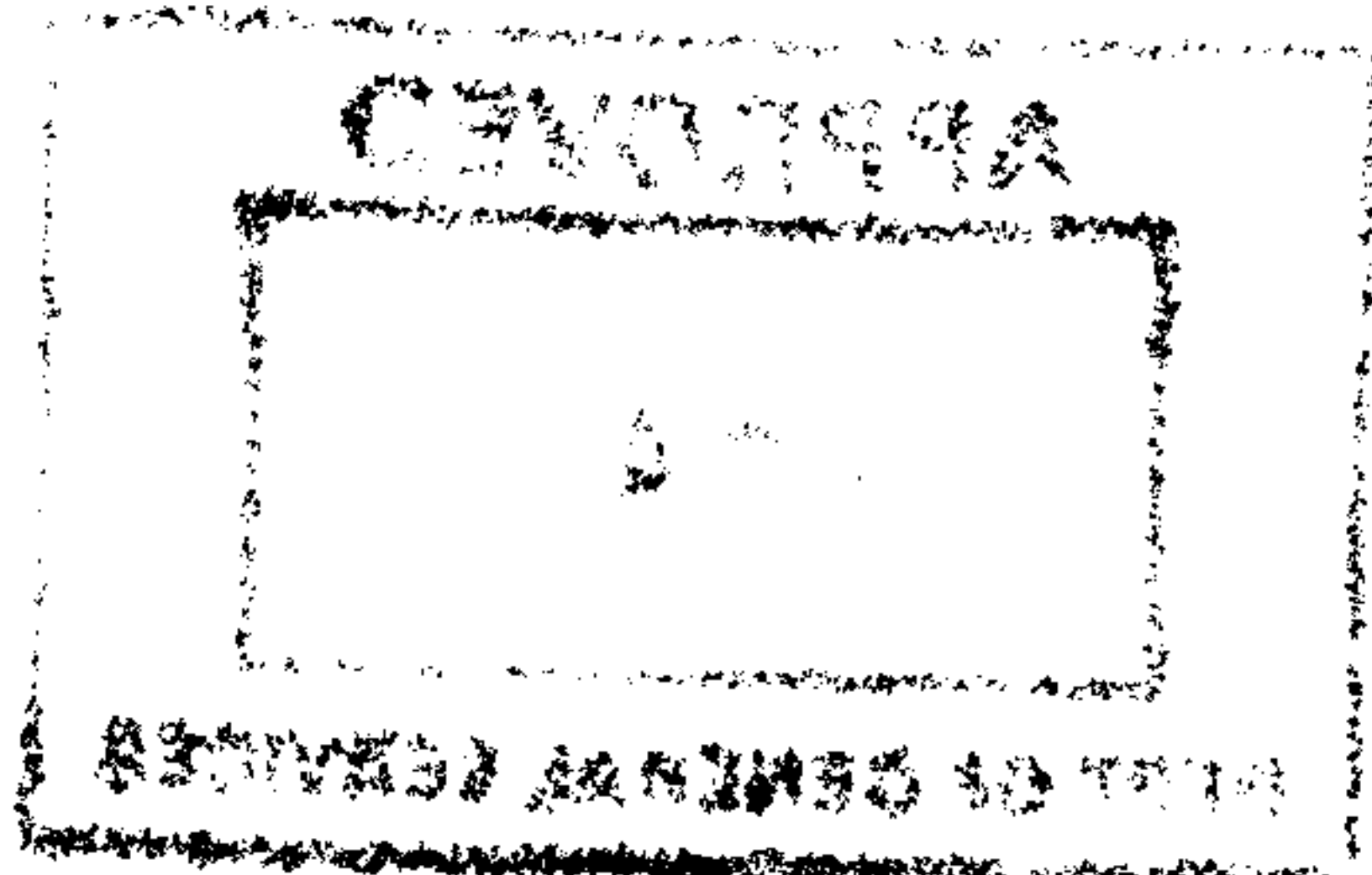
☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER ☐ CONTROLLER ☐

# STANDARD AGREEMENT

STD. 2 (REV 9-93) (DGS Automated) (REVERSE)

## ADDITIONAL INFORMATION:

1. ~~The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.~~
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.





## **MASTER SERVICES AGREEMENT DGS MSA-TOYOTA TERMS AND CONDITIONS**

This Master Service Agreement (MSA) provides for the leasing of the inductively charged "Toyota RAV4" and is entered into between the Department of General Services (DGS) and Toyota Motor Sales, U.S.A., Inc., including its wholly-owned subsidiary, Toyota Motor Credit Corporation, (TOYOTA). The Toyota RAV4 is a four-seat electric-powered sport utility offered exclusively for lease by TOYOTA.

The below referenced state departments, agencies and political subdivisions of the State may request services from the Contractor under this agreement:

The Executive Branch;  
The Legislative Branch;  
The Judicial Branch;  
Constitutional Officers of the State;  
California State Universities and The University of California; and  
Political Subdivisions of the State, including city and county governments and Community College districts.

Each participating agency shall enter into a lease with TOYOTA in substantially the form of the attached Sample Subscription (Lease) Agreement (Exhibit C), and thereby agree to lease the Toyota RAV4 EV under the terms of this MSA, which shall be incorporated by reference as part of the Lease Agreement. TOYOTA may refuse to accept, with cause, requests by political subdivisions for services under this agreement.

### **1. DEFINITIONS**

The following terms shall have the following meanings for all purposes of this agreement.

- A. "State" means the Department of General Services and the other state agencies listed above as eligible users.
- B. "DGS" is the Department of General Services.
- C. "Participating Agency" means an eligible subscriber/user that orders one or more electric vehicles under the terms of this MSA.
- D. "TOYOTA" or "Contractor" means Toyota Motor Sales, U.S.A., Inc., Toyota Motor Credit Corporation and includes authorized TOYOTA electric vehicle approved service providers as third party beneficiaries.
- E. "Master Services Agreement (MSA)" or "Agreement" is this agreement between TOYOTA and DGS providing the basic terms and conditions which a participating agency shall incorporate by reference as part of a Subscription (Lease) Agreement which shall be entered into with TOYOTA. The MSA includes the terms and conditions of Toyota Motor Credit Corporation Lease Agreement (Exhibit A) and a sample Purchase Estimate (Exhibit B).
- F. "Subscription (Lease) Agreement" is a contract for the Toyota RAV4 EV between TOYOTA and a participating agency that incorporates this MSA.

## **2. OBJECTIVE**

The objective of this MSA is to facilitate state and local government leases of electric vehicles. Electric vehicles, which meet the California Air Resources Board's (ARB's) definition of zero-emission vehicle (ZEV), provide air quality and energy diversity benefits. Executive Order W-100-94, authorized by Governor Pete Wilson in 1994, promotes the purchase of ZEVs for state fleets in compliance with the 1992 National Energy Policy Act. Also, in 1996 ARB entered into Memoranda of Agreements (MOAs) with the seven major automakers to promote and develop a market for ZEVs in California. Under the MOAs, auto manufacturers are required to place a total of 3,750 ZEVs in California through the year 2000. ARB agreed to facilitate the purchase of ZEVs for appropriate applications in state fleets by working with the Department of General Services to ensure the sale or lease of ZEVs to selected state agencies. This MSA is designed to accomplish the objective described above, and further facilitate ZEV leases in local government fleet applications.

## **3. TERM**

The term of this Master Service Agreement (MSA or Master) shall be four (4) years beginning with the date it is stamped APPROVED by the Department of General Services. Accordingly, the "Order Window" for leasing the Toyota RAV4 EV shall be four (4) years beginning with the date the MSA is approved. The Subscription (Lease) Agreement term for the Toyota RAV4 EV shall be three (3) years.

Therefore, all Subscription (Lease) Agreements under this MSA must expire prior to seven (7) years following the date the MSA is approved, each limited to a term of three (3) years. Nothing in this MSA precludes both parties (DGS and TOYOTA) from extending the term of the MSA upon its expiration.

The term of this agreement is subject to the continued production of the Toyota RAV4 EV.

## **4. VALID AGREEMENT**

This agreement shall not be valid until signed by all parties and approved by the DGS, Office of Legal Services. Approval of this agreement by the DGS does not guarantee that any vehicles will be leased.

## **5. ORDERING INSTRUCTIONS**

Each participating entity shall designate an official contact person to receive notices and handle logistics of the lease(s). As a condition to participating in this MSA, users shall also provide the following information to the DGS Official Contact Person: name, address, phone number, facsimile number and e-mail address of their designated official contact person.

State agencies shall complete and forward a Purchase Estimate (STD. 66 - Exhibit B) to the Office of Fleet Administration (OFA) Contract Administrator (contact person) who will then prepare a Subscription Agreement (Exhibit C). The OFA contact person will forward the completed Subscription Agreement to the participating agency which following review and execution shall forward the Subscription Agreement to the automaker for execution. The



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Contractor: Toyota Motor Sales, U.S.A., Inc.

automaker shall determine a vehicle delivery date and forward a copy of the fully executed Subscription Agreement to the participating agency and to the OFA.

Cities, counties, and other local public agencies shall complete and submit a non-binding RAV4 EV ORDER REQUEST (Exhibit J) directly to TOYOTA.

All participating agencies should allow time for processing the order (Subscription Agreement) and should contact one of the qualified vendors provided by TOYOTA to arrange for the purchase and installation of the necessary charging equipment prior to the delivery date.

The OFA contact person will forward the completed Subscription Agreement to the participating agency which following review and execution shall forward the Subscription Agreement to the automaker for execution. The automaker shall determine a vehicle delivery window and forward a copy of the fully executed Subscription Agreement to the participating agency and to the OFA.

## **6. MSA OFFICIAL CONTACT PERSONS**

Notices required under the MSA shall be in writing and delivered to the appropriate address(es) below. Additional notices regarding lease payments are covered by Section 14 of Exhibit A.

Rick Slama, Departmental Contact  
Department of General Services  
Office of Fleet Administration  
802 Q Street  
Sacramento, CA 96814-6422

Greg Glander, TOYOTA Contact  
Toyota Motor Sales, U.S.A., Inc.  
19001 South Western Avenue  
P.O. Box 2991, A300  
Torrance, CA 90509-2991

Telephone: (916) 327-2567  
Facsimile: (916) 327-2076  
E-mail: rslama@dgs.ca.gov

Telephone: (310) 618-4042  
Facsimile: (310) 618-7832  
E-mail: greg\_glander@toyota.com

## **7. REPORTS**

Quarterly, TOYOTA will provide brief reports listing the names and addresses of each participating agency and the number of vehicles leased under this MSA to the DGS official contact person. The first quarterly report is due 3 months following approval of this MSA by DGS' Office of Legal Services. Additional contents and format of reports will be determined at a later date.

## **8. FINANCIAL LIABILITY**

Any payment obligation of a contract(s) awarded under this MSA will be contingent upon the availability of funding. In addition, this MSA is subject to any additional statutory restrictions, limitations, or conditions enacted by the Legislature or other controlling body, which may affect the provisions, terms, or funding of any resulting contract(s) in any manner.

The term "contract" as used in this section shall mean this MSA and the Toyota Motor Credit Corporation Lease Agreement. Each participating agency is responsible for payment according to the terms of the Subscription (Lease) Agreement executed with the Contractor (TOYOTA). The Department of General Services will not be liable for payments owed to the Contractor (TOYOTA) by individual MSA users.

## **9. VEHICLE REGISTRATION**

Publicly-owned/leased electric vehicles will be E-plated, thereby exempting them from federal excise and personal property taxes levied on the Contractor or on employee wages. Therefore, no registration or title fees will be levied on the electric vehicles leased under this MSA.

## **10. CONFLICT LANGUAGE**

No additional terms and conditions other than those set forth in this MSA are authorized by DGS. Participating State agencies are not to modify or add to the terms of the Subscription (Lease) Agreement (Exhibit C) which incorporates by reference the MSA. The only terms of the Lease Agreement, which may differ among subscribers are those specific terms applicable to a participating subscriber (Lessee) such as the lease dates, the number of vehicles, payment amounts, and vehicle identification numbers.

TOYOTA and political subdivisions of the State may use an alternate form to Exhibit C as long as the document references the terms and conditions in the Master Services Agreement.

## **11. MODIFICATION**

If both parties agree, the terms and conditions of this MSA may be modified by amendment. Amendments to the terms of this MSA shall be valid when signed by the parties to this MSA and approved by the Office of Legal Services of the Department of General Services. No oral understanding or agreement not incorporated in the MSA shall be binding on the parties of this MSA.

## **12. SEPARABILITY**

If any provision of this MSA is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this MSA shall remain in full force and effect.

## **13. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, and rules applicable to its respective business.

## **14. NO WAIVER**

Failure to enforce any term or condition of this agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this agreement.

## **15. ENTIRE AGREEMENT**

This agreement is the entire agreement with respect to the subject matter hereof and supersedes any previous agreement with respect to the subject matter hereof. No oral representations made before or during the negotiation of this agreement shall be deemed binding on the parties.



## **16. NO ADDITIONAL REQUIREMENTS OR QUALIFICATIONS**

The Contractor agrees that no additional requirements or qualifications to the terms and conditions of this agreement beyond what is required by law, or by prudent operating requirements, shall be made in carrying out the Contractor's stated obligations herein.

## **17. MISCELLANEOUS STATEMENTS AND DOCUMENTS**

- A. Contract subject to Audit:** This contract will be subject to examination and audit by the State Auditor for a period of three years after the final payment or termination of the contract.
- B. Americans With Disabilities Act:** By signing this Agreement, the Contractor (TOYOTA) assures the State that it complies with the Americans with Disabilities Act of 1990 (U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability.
- C. Drug-Free Workplace:** The Drug-Free Workplace Certification (STD. 21) as signed by the Contractor, is incorporated into this Agreement by reference (Exhibit E).
- D. Labor Relations Board Certification:** By signing this Agreement, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.
- E. Nondiscrimination Compliance:** The Nondiscrimination Compliance Statement (STD. 19) as signed by the Contractor is incorporated into this agreement by reference (Exhibit F).
- F. Nondiscrimination Clause:** By signing this agreement, the Contractor certifies compliance with the State's Nondiscrimination Clause (STD. 17A), which is incorporated into this agreement by reference (Exhibit G).
- G. Vendor Data Record:** The Vendor Data Record (STD. 204), as signed by the Contractor is incorporated into this agreement by reference (Exhibit H)
- H. Certification of Compliance with the Forced, Convict, and Indentured Labor Statute:** The Certification of Compliance as signed by the Contractor is incorporated into this agreement by reference (Exhibit I).
- I. Recycle Materials Clause:** By signing this agreement, the Contractor swears under penalty of perjury certifies that 0 percent of the materials, goods, supplies offered, and product used in the performance of the contract meets or exceeds the minimum percentage of recycle material as defined in Section 12161 and 12200 of the Public Contract Code.
- J. Child Support Compliance Act:** "For any contract in excess of \$100,000, the contractor acknowledges in accordance with, that:
  - a). the contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) the contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

- K. Priority Hiring Considerations:** If this contract is for services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353

## **18. AUTHORITY TO SIGN**

Each party represents that the individual who signs a Subscription (Lease) Agreement has authority to do so and to bind it to the terms and conditions of this MSA and the Lease Agreement. Note: Cities, counties, and other local public agencies normally would need authorization, in the form of a resolution or other equivalent document, from their controlling body (City Council, Board of Supervisors, etc.) to sign a Subscription (Lease) Agreement.

## **19. LEASE COST FOR INDUCTIVELY CHARGED TOYOTA RAV4 EV**

The lease cost options for a 1999 model year TOYOTA RAV4 EV are shown below. The lease cost for subsequent model year vehicles will be established and agreed upon by both parties of this MSA. Lease cost options for model years subsequent to 1999 will be added to the MSA by amendment. The DGS must approve the payment amount on an annual basis to any government agency leasing the subsequent model year vehicles.

Please note that off-board inductive charging equipment is not included in these prices and must be purchased separately. TOYOTA will provide the leasing agency with a list of qualified vendors for purchase and installation of the inductive charging equipment.

### **Monthly Payment Option:**

The 1999 model year base monthly payment for government agencies participating in a zero-emission vehicle buy-down incentive program is \$457 plus sales tax\*.

The 1999 model year base monthly payment for government agencies not participating in a zero-emission vehicle buy-down incentive program is \$599 plus sales tax\*.

### **One-time Payment Option (available to cities and counties only):**

The 1999 model year one-time payment for government agencies participating in a zero-emission vehicle buy-down incentive program is \$16,000 plus sales tax\*.

The 1999 model year one-time payment for government agencies not participating in a zero-emission vehicle buy-down incentive program is \$21,000 plus sales tax\*.

\* When leasing the 1999 TOYOTA RAV4 EV, the first month's payment will include a \$420.00 destination charge.



**TOYOTA MOTOR CREDIT CORPORATION**

**LEASE AGREEMENT**

**1. LEASE OF VEHICLES TO LESSEE**

- a. This RAV4 Electric Vehicle Fleet Lease Program Lease Agreement - State of California (the "Agreement"), is incorporated into and made part of the Master Services Agreement (the "MSA") between the State of California, Department of General Services, Toyota Motor Sales, U.S.A., Inc. ("TMS") and Toyota Motor Credit Corporation ("TMCC").
- b. As used in this Agreement, the term Lessor shall mean TMCC, and the term Lessee shall mean the State of California, Department of General Services, and any Participating Agencies (as defined in the MSA).
- c. Subject to the terms and conditions of this Agreement and the MSA, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor from time to time, new, untitled Toyota RAV4 Electric Vehicles which include a battery pack with 24 advanced nickel-metal hydride (NiMH) batteries, (collectively, the "Lease Vehicle") for use in Lessee's business. Lease Vehicles shall be described in Subscription (Lease) Agreement (as defined in the MSA) executed by Lessor and Lessee from time to time.
- d. This is an agreement of lease only and is not a contract for the sale of vehicles. Lessor is the owner of all Lease Vehicles and Lessee recognizes that it does not acquire any legal or equitable interest in Lease Vehicles. Lessee's right to possess, use and operate any and all Lease Vehicles shall be forfeited upon the termination or expiration of this Agreement as hereinafter provided.

**2. TERM AND NO OPTION TO PURCHASE**

- a. With respect to each Lease Vehicle, the term of the lease (the "Lease Term") shall commence on the date the Lease Vehicle is delivered to the Lessee ("In-Service Date") and shall continue through the date set forth in the applicable Subscription (Lease) Agreement as the Maturity Date. Except as may otherwise be provided in this Agreement, no Lease Vehicle shall be eligible for return to Lessor until the expiration of the Lease Term.
- b. With respect to each Lease Vehicle, this Agreement contains no provision for holdover beyond the Lease Term without the Lessor's prior written consent. Lease Vehicles not returned by Lessee as provided in this Agreement shall be subject to all requirements of this Agreement, including, but not limited to, monthly rental payments and maintenance. Lessor may proceed to recover Lease Vehicles retained by Lessee beyond the Lease Term without Lessee's prior written consent.
- c. There shall be no right of the Lessee to purchase the Lease Vehicles during, or at the end of the Lease Term. All Lease Vehicles must be returned to Lessor as set forth in this

Agreement.

### **3. PLACEMENT OF LEASE VEHICLES IN SERVICE**

- a. Lessee may from time to time order Lease Vehicles from TMS. Lessee shall complete a Subscription (Lease) Agreement for the Lease Vehicles, which Lessee and Lessor shall execute prior to delivery of the Lease Vehicles to Lessee. Lease Vehicles described in such Subscription (Lease) Agreement shall, upon execution of the Subscription (Lease) Agreement by Lessee and Lessor, and delivery of the Lease Vehicle to Lessee, be subject to all the terms and conditions of this Agreement. Carrier receipt will be sufficient proof of delivery of the Lease Vehicles to Lessee.
- b. Vehicles shall include all equipment required by federal, state or municipal statutes, laws, ordinances, rules or regulations, present or future. Lessor shall pay for and install any equipment necessary to bring Lease Vehicles in compliance with these requirements. Lessee agrees to cooperate with Lessor in accomplishing compliance.

### **4. RENT AND PAYMENTS**

- a. Lessee shall make the first monthly payment thirty (30) days following execution of the Subscription Agreement. All subsequent monthly payments are due on the thirtieth day of each month. Lessor shall invoice Lessee on the 15<sup>th</sup> of each calendar month for payments due on the 30<sup>th</sup> of the month. Political subdivisions of the State shall have the option, for each Lease Vehicle, to choose between a monthly rental payment, or an upfront ("one-pay") rental payment. Should a political subdivision Lessee elect a "one-pay" payment program, payment shall be due upon delivery of the Lease Vehicle. Once Lessee chooses a payment option on a given Lease Vehicle, it may not change the payment option on that Lease Vehicle. The monthly or one pay rental payments for each Lease Vehicle placed in service will be set forth in the Subscription (Lease) Agreement.
- b. The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Lessor or any taxes levied on employee wages. Other public agency subscriptions may be similarly entitled. If any public agency is not entitled to such exemption, Lessor shall bill such Lessee for such taxes. The Lessee shall be responsible for any sales tax on the monthly payment or one-pay payment, unless the Lessee has provided Lessor with its tax exemption certificate.
- c. For Lease Vehicles with a monthly rental payment, Lessor's invoice shall list the Lease Vehicles in service by Lessee, the monthly rental payment due, any past due rental payments, any delinquency charges on unpaid, past due rental payments, any other amounts due on the Leased Vehicles under the terms of this Agreement, and the total amount then due with respect to each Lease Vehicle. For Lease Vehicles with a one-pay rental payment, Lessor's invoice shall list any amounts due on the Leased Vehicles.
- d. Lessee's obligation to pay shall not be conditioned upon Lessee's receipt of Lessor's



invoice. If rental payments by the State of California are not made in a timely manner, Lessor shall be entitled to an interest penalty fee in accordance with California Government Code Section 926.17. If Lessor receives the payment from any other Lessee more than 10 days after it is due, such Lessee agrees to pay a late charge equal to 10% of the unpaid portion of the monthly rental payment. Late charges shall be charged only one time per late payment. Payments received shall be applied to the most past due payment first.

**5. REGISTRATION; OFFICIAL FEES AND TAXES; MOVEMENT OF VEHICLE**

- a. Lessee shall assist Lessor in identifying the responsible individual, and collecting any fines or other charges assessed relating to parking or traffic tickets or infractions against the responsible individual.
- b. Lessor or its designee will register and title the Lease Vehicle initially, and Lessee shall be responsible for subsequent registration of the Lease Vehicle. All Lease Vehicles will be titled or registered in the State set forth in the Subscription (Lease) Agreement as the Original Lease State. The Certificate of Title and Registration for each Lease Vehicle shall be completed as instructed by Lessor. Lessor will be the legal owner of each Lease Vehicle, and shall retain possession of all certificates of title. Should a Subscriber be exempt from any title or registration requirement, or be subject to special title or registration requirements, Lessor shall allow Subscriber to register and title the Lease Vehicle initially, and provide proof acceptable to Lessor of such titling and registration.
- c. Lessee shall obtain written consent from the Lessor to remove a Lease Vehicle from the Original Lease State, which consent may be withheld in Lessor's sole discretion. Under no circumstances will Lessor allow Lease Vehicles with an Original Lease State of New York, California or Massachusetts to be removed from the Original Lease State. Under no circumstances shall a Lease Vehicle be removed from the continental United States. If a Lease Vehicle is permanently removed from and operated outside the Original Lease State, the Lessee agrees to obtain and forward promptly to Lessor a new Certificate of Title, for each such Lease Vehicle, and to pay any tax occurring as a result of such transfer.
- d. It is expressly understood and agreed that this Agreement is a lease only and Lessee does not acquire title to any of the Lease Vehicles. Lessee shall not cause or allow any liens or mortgages of any kind whatsoever to be placed on the Lease Vehicles. Lessee agrees that it will not take any position on any tax returns or other filings with any taxing authority which is inconsistent with the status of this Agreement as a lease or Lessor's status as the owner of the Lease Vehicles for income tax purposes, nor may Lessee claim any federal, state or local tax credit or incentive in connection with the Lease Vehicles.

**6. USAGE**

- a. Lessee represents and warrants to Lessor that each Lease Vehicle shall only be used by Lessee in its business, in a careful manner, and in accordance with all applicable governmental and insurance requirements and limitations, and in no event for other than a

**RAV 4 ELECTRIC VEHICLE LEASE PROGRAM  
LEASE AGREEMENT  
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insured for physical damage insurance.

- c. The Lessee's liability for loss of and damage to a Lease Vehicle shall be limited to \$42,000.00 per Lease Vehicle. Such indemnity shall not waive any rights the Lessee may have against the manufacturer of the vehicle or TMS for claims under the manufacturer's new electric vehicle warranty, or product defect or product liability claims.
- d. Nothing in this Agreement shall waive any rights TMS or the manufacturer may have against Lessee under applicable law for the negligent acts or omissions of Lessee or otherwise.
- e. Should Lessor assign any of its rights or delegate any of its obligations under this Agreement, Lessee agrees that Lessor, its assignees and officers, directors, stockholders, employees, agents and representatives shall be entitled to the indemnity provided in Paragraph 7.a.

**8. INSURANCE**

- a. Lessee shall provide, at Lessee's expense, for each Lease Vehicle during the Lease Term thereon, insurance with the following minimum coverage: 1) Liability insurance that covers, \$100,000 for bodily injuries to any single person, and \$300,000 for bodily injuries for any single accident, and \$50,000 for property damage, or a combined single limit of \$300,000 for any single accident; and 2) Physical damage insurance with deductibles of not more than \$1,000 for collision and comprehensive. The insurance shall name Lessor as Loss Payee and Additional Insured. Lessee must provide continued proof of such insurance to Lessor annually, as requested. Such insurance shall be primary to any insurance obtained by Lessor.
- b. The State of California has elected to be self-insured for motor vehicle exposures. The Office of Risk and Insurance Management administers the motor vehicle liability program. Physical Damage to Vehicles may be reimbursed by the Lessee in accordance with State Administrative Manual sections 2420 and 4116. Lessor agrees that the State and other subscribers may offer self-insurance acceptable to Lessor in lieu of insurance policies. Each Lessee will be responsible for its own proof of either self-insurance or liability and physical damage insurance meeting the requirements of subsection a above and agrees to provide proof of insurance to Lessor upon request.
- c. In lieu of the insurance requirements set forth in 8.a. and 8.b., above, Lessee may provide proof, in a form acceptable to Lessor in its sole discretion, that Lessee has a net worth of at least \$50,000,000.
- d. Lessee shall promptly notify Lessor of any damage to any Lease Vehicle, and shall provide proof that the necessary repairs have been made by service providers designated by TMS ("Approved Service Provider(s)"). Lessee shall pay for any Lease Vehicle repairs or expenses which are not covered by insurance.



- e. If any claim is made or action commenced for personal injury or death or property damage in connection with any Lease Vehicle, Lessee shall promptly notify Lessor.

## **9. MAINTENANCE AND REPAIRS**

- a. Lessee shall, at its own expense during the Lease Term and until return of the Lease Vehicle, cause each Lease Vehicle to be maintained in good operating order, repair and appearance in accordance with the owners and service manuals and any other instructions provided to Lessee by TMS, and in effecting maintenance and repairs, shall have such work performed only by an Approved Service Provider. Lessee shall be responsible for all washing, parking, towing, highway fees, tolls, expenses or charges. Lessee shall provide proof of such maintenance, service and repair to TMS or Lessor upon request. Lessee shall not make any modifications or improvements to the Lease Vehicles without prior written approval of TMS or Lessor.
- b. The manufacturer's new electric vehicle warranty shall apply to each Lease Vehicle, the terms of which are set forth in the supplement to the Owner's Manual for the Vehicle. Lessee shall immediately have performed warranty repairs or repairs and replacements covered by insurance on the Lease Vehicles. All vehicle warranty repair and maintenance shall be performed in accordance with the manufacturer's suggested warranty repair and maintenance program and by an Approved Service Provider. A Lessee shall not be responsible for payment for repairs covered by the new electric vehicle warranty and TMS shall reimburse the Approved Service Provider directly for the cost of such repairs.
- c. Lessee shall provide at its own expense, a power source, which meets specification set forth by TMS and the manufacturer, for recharging and other services required for the proper operation and/or protection of each Lease Vehicle. All replacement parts and accessories installed on the Lease Vehicles must be genuine Toyota parts. Title to all replacement parts and accessories shall vest in Lessor.
- d. Lessee gives Lessor or TMS the right to inspect any Lease Vehicle, upon prior reasonable notice to Lessee. If Lessor or TMS, during any inspection of a Lease Vehicle, determines that Lessee has failed to perform its obligations as set forth in this Section 9, Lessor shall give Lessee written notice thereof. Unless Lessee performs its obligations within thirty (30) days from the date of Lessor's notice, Lessor shall have the right, but not the obligation, to terminate the lease of the Lease Vehicle to Lessee, and/or to perform the maintenance, service and repair required to be performed by Lessee under this Agreement. If Lessor performs such maintenance, service or repair, Lessee shall pay Lessor an amount equal to Lessor's out-of-pocket costs, such payment to be made within thirty (30) days after Lessee receives Lessor's invoice with respect thereto.
- e. Lessee gives Lessor or TMS the right to install, at any time, any equipment or make any repairs or changes to the Lease Vehicle which Lessor or TMS deem are necessary.

#### 10. LEASE VEHICLE TERMINATION FROM LESSEE'S SERVICE

- a. Notwithstanding anything to the contrary set forth in this Agreement, the lease of a Lease Vehicle shall expire or terminate as follows:
- (i) Upon expiration of the Lease Term;
  - (ii) If the Lease Vehicle is incapable of repair, in the opinion of the Lessee, and for which supporting documentation, reasonably satisfactory to Lessor, is forwarded to Lessor. Lessor retains the right to inspect the Lease Vehicle;
  - (iii) If the Lease Vehicle is stolen, converted, seized, or damaged beyond repair or has disappeared and has remained unrecovered for a period of at least thirty (30) days after the date Lessee became aware of such occurrence.
- b. Lessee shall notify Lessor in writing of the occurrence of an event specified in Subparagraph (ii) or (iii) above.
- c. Termination of the lease of a Lease Vehicle under Subparagraphs (ii) or (iii) above shall be effective as the date of Lessor's receipt of Lessee's written notice.
- d. If a Lease Vehicle has been stolen, converted or has disappeared, Lessee agrees to notify all law enforcement authorities immediately upon becoming aware of such occurrence.
- e. Except as provided in Section 10.a, Lessee shall have no right to terminate a lease of a Lease Vehicle prior to the expiration of the Lease Term.
- f. Should Lessee terminate a Lease Vehicle from the RAV4 Electric Vehicle Fleet Lease Program prior to the expiration of the Lease Term, except for reasons as set forth in Section 10.a, Lessee shall return the Lease Vehicle to the Lessor and pay as damages the following "Early Termination Charge", in addition to all unpaid charges and other amounts provided for in this Agreement:

<u>Month of Termination from In-Service Date</u>	<u>Early Termination Charge</u>
Months 1 - 6	\$3,000
Months 7 - 12	\$2,500
Months 13 - 18	\$2,000
Months 19 - 24	\$1,500
Months 25 - 30	\$1,000
Over Month 30	\$ 500

If the One Pay payment program is used, after deduction of the amounts set forth above, the Lessee shall receive a refund of the unamortized portion of the One Pay Payment, as calculated according to the Rule of 78s method. An explanation of the Rule of 78s as it



RAV 4 ELECTRIC VEHICLE LEASE PROGRAM  
LEASE AGREEMENT  
Page 8

applies to finance charges is attached as Exhibit K.

- g. Should Lessee terminate the Lease Vehicle from the RAV4 Electric Vehicle Fleet Lease Program prior to the expiration of the Lease Term for the reason set forth in Section 10.a.ii., there shall be no charge to the Lessee except unpaid charges and other amounts provided for in this Agreement. Any One Pay lease payment will be refunded on a pro-rata basis.
- h. Should Lessee terminate the Lease Vehicle from the RAV4 Electric Vehicle Fleet Lease Program prior to the expiration of the Lease Term for the reason set forth in Section 10.a.iii., Lessee shall pay the difference between a) \$42,000.00 less the depreciation portion of any payments made through the date of the total loss, as calculated according to the Rule of 78s method and b) any insurance proceeds received on the Lease Vehicle. For Lease Vehicles under the One Pay program, the One Pay Payment will be divided by the Lease Term to determine the monthly payment for purposes of this calculation.

#### 11. RETURN OF LEASE VEHICLES

- a. Upon the expiration or termination of this Agreement in its entirety or with respect to any or all Lease Vehicles, said Lease Vehicles shall be returned to Lessor or Lessor's designated party from Lessee's location, at Lessee's expense. Lessee shall give Lessor thirty (30) days' written notice of the number and vehicle identification number of the Lease Vehicles coming to the end of their Lease Terms.
- b. Each Lease Vehicle must be returned in a condition free from excessive wear and damage. If a Lease Vehicle has excessive wear and damage, Lessee agrees to pay the estimated costs of repair. Excessive wear and damage includes, but is not limited to: (1) Inoperative or missing mechanical and electrical parts; 2) unrepaired collision damage; and 3) broken glass.
- c. All repairs must be made by Approved Service Providers, and must be made in a good and workmanlike manner, acceptable to Lessor. Any necessary repairs made by Lessor may be charged to Lessee.
- d. Each Lease Vehicle returned to Lessor shall have one battery pack with 24 advanced nickel-metal hydride (NiMH) batteries and five undamaged tires of identical make and type supplied as original equipment.
- e. Upon its return, Lessee warrants that each Lease Vehicle has no damage to its basic framework (consisting of the forward frame member, cowl assembly, floor pan, supporting posts and rearmost frame members) which has not been repaired, that the battery pack is not cracked or damaged, and that the Lease Vehicle has sustained no water damage.
- f. Actual mileage of the Lease Vehicle during the In-Service period shall be certified pursuant to a federally required odometer statement, to be signed by the Lessee upon the expiration of the Lease.

- g. If a Lease Vehicle is returned by Lessee with expired registration and/or license plates, whether or not during a licensing grace period, Lessee shall pay Lessor any penalties imposed by law in connection with any subsequent licensing or registration of such Lease Vehicle.

## 12. DEFAULT

Lessee shall be in default of this Agreement if Lessee: (i) fails to pay any amount when due under the terms of this Agreement; (ii) fails to keep any other material promise under this Agreement, or (iii) becomes insolvent, or is unable to pay its debts when due. Lessee shall be given a reasonable opportunity to cure.

## 13. REMEDIES

In the event of Lessee's default, Lessor shall have the right to retain all prior monthly lease payments and to recover from Lessee any and all amounts including all remaining lease payments, as compensation for the use of the Lease Vehicles, plus reasonable attorneys' fees, and such expenses as shall be expended or incurred by Lessor in the recovery of a Lease Vehicle or in the enforcement of any Lessor's rights under this Agreement. In addition, Lessor may, at its option, exercise any one or more of the following remedies (provided, however, in no event shall the Lessor recover under any circumstances any monies in excess of its compensatory damages and related recovery expenses):

- a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable terms of this Agreement, or to recover damages for the breach of such covenants and terms.
- b. By notice in writing to the Lessee, terminate this Agreement as to all or any of the Lease Vehicles whereupon all right and interests of the Lessee to or in the use of such Lease Vehicles shall cease. In such event, Lessee shall deliver such Lease Vehicles to the place designated by Lessor, without relieving Lessee of any of its obligations under this Agreement.
- c. Lessor may directly or by its agents, enter upon the premises of Lessee upon giving reasonable advanced notice, or other premises where any of the Lease Vehicles may be or are reasonably believed to be, and take possession of such Lease Vehicles.
- d. Sell any of the Lease Vehicles at public or private sale, as Lessor may determine, free and clear of any rights of Lessee.
- e. Hold, keep idle or lease to others any of the Lease Vehicles, as Lessor in its sole discretion may determine, free and clear of any rights of Lessee.

The remedies provided by this Agreement in favor of Lessor shall not be deemed exclusive,



but shall be cumulative and will be in addition to all other remedies in Lessor's favor existing at law or in equity, subject to the limitation stated in the first paragraph of Section 13. Lessee hereby waives any and all rights of setoff provided, however, Lessee shall not otherwise be limited, hindered or prevented in any manner from pursuing any set off, equity, claim or right it may have against TMS in law or equity. The exercise of any right or remedy available to Lessor will not operate as a waiver of any other right or remedy. The failure of Lessor to exercise or a delay by Lessor in exercising any right or remedy shall not operate as a waiver of such right or any other right.

#### 14. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, or nationally recognized courier service to Lessor or Lessee at their respective addresses set forth below, or at such other address furnished by either party to the other in accordance with the notice provisions of this Section 15.

If to Lessee: To address set forth in the MSA or Subscription (Lease) Agreement

If to Lessor: Toyota Motor Credit Corporation  
Attn: Commercial Finance Division  
PO Box 3457  
Torrance, California 90510-3457

#### 15. FURTHER ASSURANCES

From time to time each party shall execute and deliver such further instruments and will take such other actions as the other party reasonably may request in order to discharge and perform their respective obligations and agreements hereunder.

#### 16. DELAYS

Neither party shall incur any liability to the other for any obligations if prevented by wars, fires, strikes, or other labor disputes, accidents, acts of God, governmental regulations or interference, shortages of labor or materials, delays in transportation, non-availability of same from the manufacturer, or other causes beyond that party's control. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES.

By signing below, Lessor and Lessee acknowledge and agree to the terms of this Agreement, which shall be integrated into the MSA.

Lessor: Toyota Motor Credit Corporation      Lessee: State of California, Department of General  
Services

RAV 4 ELECTRIC VEHICLE LEASE PROGRAM  
LEASE AGREEMENT  
Page 11

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_



## PURCHASE ESTIMATE

STD. 66 (2/84)

		DATE PREPARED BY AGENCY 10-11-99	DATE STOCK WANTED	AGENCY BILLING CODE 12345	PURCHASE ESTIMATE NUMBER N/A	PAGE 01	OF 01
				DELIVERY LOCATION CODE  1 2 (3) 4 5 6 7 8 9 10 11 PROCUREMENT OFFICE (FOR O/P USE ONLY) <input type="checkbox"/> SACRAMENTO <input type="checkbox"/> LOS ANGELES	SHIP TO Department of----- Office of----- 1234 Main Street Sacramento, CA 54321 Attn: Stan Smith		
VENDOR REFERENCE OR INFORMATION TO OFFICE OF PROCUREMENT Toyota Motor Sales, U.S.A., Inc. 19001 South Western Avenue Torrance CA, 90501-2746				CHARGE TO Department of----- Office of----- 1234 Main Street Sacramento, CA 54321  Same as SHIP TO unless otherwise noted			
AGENCY CONTACT REGARDING THIS ESTIMATE (NAME AND PHONE-ATSS) Mike Smith (916) 327-0000							
LINE NO.	QUANTITY	UNIT	STOCK ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION	
	2	EA		Toyota RAV4 4 door Sport Utility	\$17,727.03 3 Year Lease	\$35,454.06	
				5 colors 1. White	@\$492.42 per month *		
				2. Silver Metallic 3. Red Pearl	\$420.00 Destination Charge per vehicle	\$840.00	
				4. Green Pearl 5. Sapphire Blue			
				* \$492.42 includes base monthly payment plus local sales tax at 7.75%			
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (after T.B.A. No. or B.R. No. )				PROGRAM/CATEGORY (CODE AND TITLE)		\$36,294.06 (includes tax)	
ACCOUNTING OFFICER >		PHONE NO. (ATSS) 916-327-1234		FUND TITLE	(OPTIONAL USE)		
I hereby certify upon my own personal knowledge the expenditures above are necessary to perform the functions stated.				ITEM	CHAPTER	STATUTE	FISCAL YR 98/99
SIGNATURE & TITLE >		PHONE NO. (ATSS) 916-327-1235		OBJECT OF EXPENDITURE (CODE & TITLE) 11.1.13.3.00.02		<input type="checkbox"/> O.E. <input type="checkbox"/> EQUIP.	
I hereby authorize the estimated expenditure above				ENCUMBRANCE ADJUSTMENT <input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE		UNENCUMBERED REMAINDER AFTER PAOSTING AEL. \$	
SIGNATURE AND TITLE >		PHONE NO. (ATSS) 916-322-1111		PROPERTY SURVEY NUMBER  ATTACHED		DO FUNDS EXPIRE AT THE END OF F.Y. <input type="checkbox"/> YES <input type="checkbox"/> NO	

# SAMPLE

## SUBSCRIPTION (LEASE) AGREEMENT

This is an example of how to complete the Form Standard 2. to contract for an electric vehicle lease. If your agency has special requirements, include them in this document. Contract duration, dollar amounts, and reporting requirements may vary by agency.

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Date</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Automaker I.D. #</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Complete Agency name</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Required language</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Include maximum dollar amount to be spent</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Automaker to complete vehicle identification numbers</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Complete and sign</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Specify amounts</div> <div style="border: 1px solid black; padding: 2px;">Route through your regular contract process</div>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p>State of California</p> <h2 style="margin: 0;">STANDARD AGREEMENT</h2> <p>STD 2 (REV. 5-91)</p> </div> <div style="width: 45%; text-align: right;"> <p>APPROVED BY THE ATTORNEY GENERAL</p> </div> </div> <div style="display: flex; justify-content: flex-end; margin-top: 10px;"> <table border="1" style="border-collapse: collapse;"> <tr> <td style="padding: 2px;">CONTRACT NUMBER</td> <td style="padding: 2px;">AM. NO.</td> </tr> <tr> <td colspan="2" style="padding: 2px;">TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 2px;">95-1958272</td> </tr> </table> </div> <p style="margin-top: 20px;">THIS AGREEMENT, made and entered into this ( ) day of (month), 19xx, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting</p> <p style="margin-left: 100px;">TITLE OF OFFICER ACTING FOR STATE      AGENCY</p> <p style="margin-left: 100px;">Subscribing Agency      hereafter called the state, and</p> <p style="margin-left: 100px;">CONTRACTOR'S NAME      hereafter called the Contractor.</p> <p style="margin-left: 100px;">Toyota Motor Sales, U.S.A., Inc.</p> <p>WITNESSETH: That the Contractor for and in consideration of covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: ( Set forth service to be rendered by Contractor, amount to be paid Contractor, time of performance of completion, and attach plans and specifications, if any.)</p> <p>Master Services Agreement DGS-OFA-TOY-EV01, is incorporated by reference and made part of this agreement. The subscriber acknowledges receipt of the Master Services Agreement terms and conditions. Both parties agree to be bound by all terms and conditions contained in the Master Services Agreement.</p> <p>The amount of this contract shall not exceed \$ _____.</p> <p>The term of this agreement shall be from _____, 19__ to _____, 20__.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Vehicle Identifications Number(s) (VIN #)</p> <p>_____</p> <p>_____</p> <p>_____</p> </div> <div style="width: 45%;"> <p>Garaging Address(es)</p> <p>_____</p> <p>_____</p> <p>_____</p> </div> </div> <p>CONTINUED ON (NUMBER) SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.</p> <p>The provisions on the reverse side hereof constitute a part of this agreement.</p> <p>IN WITNESS WHERE OF, this agreement has been executed by the parties hereto, upon the date first above written.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">STATE OF CALIFORNIA</th> <th style="width: 50%; text-align: center;">CONTRACTOR</th> </tr> <tr> <td style="padding: 2px;">AGENCY</td> <td style="padding: 2px;">CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)</td> </tr> <tr> <td style="padding: 2px;">Subscribing Agency</td> <td style="padding: 2px;">Toyota Motor Sales, U.S.A., Inc.</td> </tr> <tr> <td style="padding: 2px;">BY (AUTHORIZED SIGNATURE)</td> <td style="padding: 2px;">BY (AUTHORIZED SIGNATURE)</td> </tr> <tr> <td style="padding: 2px;">PRINTED NAME OF PERSON SIGNING</td> <td style="padding: 2px;">PRINTED NAME AND TITLE OF PERSON SIGNING</td> </tr> <tr> <td style="padding: 2px;">TITLE</td> <td style="padding: 2px;">Greg Glander, Alternative Fuels Vehicle Sales Manager</td> </tr> <tr> <td style="padding: 2px;">ADDRESS</td> <td style="padding: 2px;">1901 So. Western Ave., Torrance CA, 90501-2746</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">AMOUNT ENCUMBERED BY THIS DOCUMENT</td> <td style="width: 20%; padding: 2px;">PROGRAM/CATEGORY (CODE AND TITLE)</td> <td style="width: 30%; padding: 2px;">FUND TITLE</td> <td rowspan="4" style="width: 20%; text-align: center; vertical-align: middle;">DEPARTMENT OF GENERAL SERVICE USE ONLY</td> </tr> <tr> <td style="padding: 2px;">\$</td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT</td> <td style="padding: 2px;">OPTIONAL USE</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">\$</td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">TOTAL AMOUNT ENCUMBERED TO DATE</td> <td style="padding: 2px;">ITEM</td> <td style="padding: 2px;">CHAPTER</td> <td style="padding: 2px;">STATUTE</td> <td style="padding: 2px;">FISCAL YEAR</td> </tr> <tr> <td style="padding: 2px;">\$</td> <td colspan="4" style="padding: 2px;">OBJECT OF EXPENDITURE (CODE AND TITLE)</td> </tr> <tr> <td colspan="2" style="padding: 2px;">I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.</td> <td style="padding: 2px;">T.B.A. NO.</td> <td colspan="2" style="padding: 2px;">B.R. NO.</td> </tr> <tr> <td colspan="2" style="padding: 2px;">SIGNATURE OF ACCOUNTING OFFICER</td> <td colspan="3" style="padding: 2px;">DATE</td> </tr> </table> <p style="margin-top: 10px;">[ ] CONTRACTOR    [ ] STATE AGENCY    [ ] DEPT. OF GEN. SER.    [ ] CONTROLLER</p>	CONTRACT NUMBER	AM. NO.	TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER		95-1958272		STATE OF CALIFORNIA	CONTRACTOR	AGENCY	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)	Subscribing Agency	Toyota Motor Sales, U.S.A., Inc.	BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)	PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING	TITLE	Greg Glander, Alternative Fuels Vehicle Sales Manager	ADDRESS	1901 So. 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**DEPARTMENT OF GENERAL SERVICES**

Office of Fleet Administration • 802 Q Street • Sacramento, California 95814-6422

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**TO:** STATE DEPARTMENTS, AGENCIES, AND POLITICAL SUBDIVISIONS

**FROM:** DEPARTMENT OF GENERAL SERVICES

**SUBJECT:** INSTRUCTIONS FOR LEASING THE TOYOTA RAV4 ELECTRIC VEHICLE (EV)

The Department of General Services, Office of Fleet Administration has developed Master Services Agreement (MSA) DGS-OFA-TOY-EV01 for leasing the Toyota RAV4EV. To lease a RAV4EV:

- Step 1.** Designate a representative of your department as the official contact person.
- Step 2.** State agencies complete a Purchase Estimate (STD. 66, Exhibit B). Forward completed Purchase Estimate to the Office of Fleet Administration's Contract Administrator. Cities and counties must complete a RAV4EV Order Request (Exhibit J), and submit the form directly to Toyota.
- Step 3.** The Office of Fleet Administration will prepare all state agency Subscription (Lease) Agreements (Exhibit C), and forward completed documents to your designated representative for review and signature. An inductive charger must be purchased and installed to charge the RAV4EV. A list of authorized EV charger sales and installation vendors will be sent with the completed documents.
- Step 4.** Following execution, the participating agency shall forward the Subscription (Lease) Agreement and Order Request to the automaker for final execution.
- Step 5.** Following execution, the automaker shall forward a copy of the fully executed Subscription (Lease) Agreement to the participating agency and to the Office of Fleet Administration.
- Step 6.** The automaker's official contact person will coordinate vehicle delivery after lease agreements have been completed.
- Step 7.** The automaker and participating agency will coordinate completion of the term portion of the Subscription Agreement promptly following vehicle delivery.

If you have any questions, please contact:

Rick Slama, Contract Administrator  
Department of General Services  
Office of Fleet Administration  
802 Q Street  
Sacramento, CA 95814  
(916) 327- 2567

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (NEW 11-90)

**Exhibit E**

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

**Marv Rivers**

DATE EXECUTED

**9/7/99**

EXECUTED IN THE COUNTY OF

**Los Angeles**

CONTRACTOR or GRANT RECIPIENT SIGNATURE

TITLE

**Corporate Manager, Fleet**

FEDERAL I.D. NUMBER

**95-1958272**



**NONDISCRIMINATION COMPLIANCE STATEMENT**

STD. 19 (REV. 3-95)

COMPANY NAME

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

OFFICIAL'S NAME

**Marv Rivers**

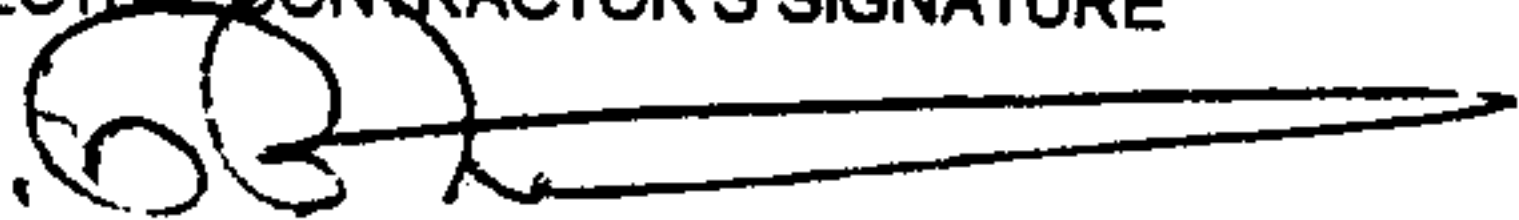
DATE EXECUTED

**9/7/99**

EXECUTED IN THE COUNTY OF

**Los Angeles**

PROSPECTIVE CONTRACTOR'S SIGNATURE



PROSPECTIVE CONTRACTOR'S TITLE

**Corporate Manager, Fleet**

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

**Toyota Motor Sales, USA, Inc.**

**NON-DISCRIMINATION CLAUSE (OCP-1)**

STD. 17A (REV. 3-95)

1. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.




**VENDOR DATA RECORD***(Required in lieu of IRS W-9 when doing business with the State of California)*

STD. 204 (REV. 8-95)

**NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.**

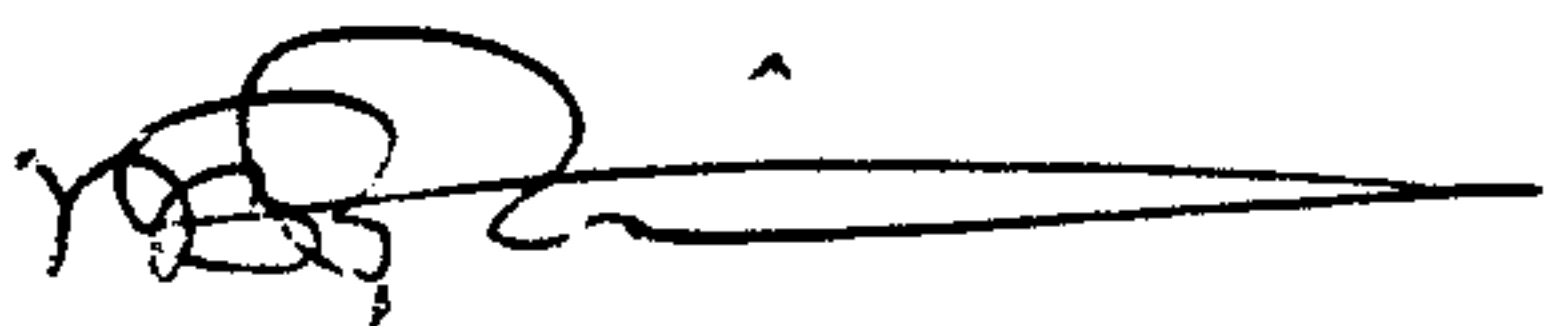
SECTION 1 must be completed by the requesting state agency before forwarding to the vendor

<b>1</b>  <b>PLEASE RETURN TO:</b>	DEPARTMENT/OFFICE		<b>PURPOSE:</b> Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. <b>(See Privacy Statement on reverse.)</b>																					
	STREET ADDRESS																							
	CITY, STATE, ZIP CODE																							
	TELEPHONE NUMBER																							
<b>2</b>	<b>VENDOR'S BUSINESS NAME</b> <u>Toyota Motor Sales USA, Inc.</u> SOLE PROPRIETOR—ENTER OWNER'S FULL NAME HERE <i>(Last, First, M.I.)</i>  <b>MAILING ADDRESS</b> <i>(Number and Street or P. O. Box Number)</i> <u>19001 S. Western Avenue</u> <i>(City, State, and Zip Code)</i> <u>Torrance, CA 90509</u>																							
<b>3</b>  <b>VENDOR ENTITY TYPE</b>	<b>CHECK ONE BOX ONLY</b>  <input type="checkbox"/> <b>MEDICAL CORPORATION</b> <i>(Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)</i> <input type="checkbox"/> <b>EXEMPT CORPORATION (Non-profit)</b> <input checked="" type="checkbox"/> <b>ALL OTHER CORPORATIONS</b>  <input type="checkbox"/> <b>PARTNERSHIP</b> <input type="checkbox"/> <b>ESTATE OR TRUST</b> <input type="checkbox"/> <b>INDIVIDUAL/SOLE PROPRIETOR</b>			<b>NOTE:</b> State and local governmental entities, including school districts are not required to submit this form.																				
<b>4</b>  <b>VENDOR'S TAXPAYER I. D. NUMBER</b>	<b>SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse)</b>  FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) <table border="1"><tr><td>9</td><td>5</td><td>—</td><td>1</td><td>9</td><td>5</td><td>8</td><td>2</td><td>7</td><td>2</td></tr></table> IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.  SOCIAL SECURITY NUMBER <table border="1"><tr><td></td><td></td><td></td><td>—</td><td></td><td></td><td>—</td><td></td><td></td><td></td></tr></table> IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.			9	5	—	1	9	5	8	2	7	2				—			—				<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
9	5	—	1	9	5	8	2	7	2															
			—			—																		
<b>5</b>  <b>VENDOR RESIDENCY STATUS</b>	<b>CHECK APPROPRIATE BOX(ES)</b>  <input checked="" type="checkbox"/> <b>California Resident - Qualified to do business in CA or a permanent place of business in CA</b> <input type="checkbox"/> <b>Nonresident (See Reverse) Payments for services by nonresidents may be subject to state withholding</b> <input type="checkbox"/> <b>WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED</b> <input type="checkbox"/> <b>SERVICES PERFORMED OUTSIDE OF CALIFORNIA</b>			<b>NOTE:</b> a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. <b>(See reverse.)</b>																				
<b>6</b>  <b>CERTIFYING SIGNATURE</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</b>  AUTHORIZED VENDOR REPRESENTATIVE'S NAME <i>(Type or Print)</i> <u>Marv Rivers</u>  SIGNATURE   TITLE <u>Corporate Manager, Fleet</u>  DATE <u>9/7/99</u>  TELEPHONE NUMBER <u>310-618-4105</u>																							

## Exhibit I

### Certification of Compliance with the Forced, Convict, and Indentured Labor Statute

- (a) I hereby certify that no foreign-made equipment, materials, or supplies furnished to the state pursuant to purchase order/contract number DGS-OFA-TOY-EVO1 were procured in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. By signing this certification I agree to comply with the requirements of Public Contract Code (PCC) Section 6108:
- (b) I understand that if I knew or should have known that the foreign-made equipment, materials or supplies furnished to the state were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above (a), may, subject to PCC Section 6108, subdivision (c) have any or all of the following sanctions imposed:
1. The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the state agency to which the equipment, materials, or supplies were provided.
  2. As the contractor, I may be assessed a penalty which shall be the greater of one thousand dollars (\$1,000) or an amount equaling 20 percent of the value of the equipment, materials, or supplies that the state agency demonstrates were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
  3. As the contractor, I may be removed from the bidder's list for a period not to exceed 360 days.



Contractor Authorized Signature

9/7/99

Date



# 1999 RAV4EV ORDER REQUEST

**Exhibit J**

## Standard Features

Front Wheel Drive, 5 passenger, 4 doors  
Dual Air Bags  
Power Windows, Door Locks and Mirrors  
Air Conditioning  
AM/FM Stereo with Cassette  
Front Heated Seats  
Control Panel with Timer and Cabin  
Temperature Control  
Concealed Spare Tire  
Alloy Wheels

50 KW, 67 HP Permanent Magnet Motor  
Single Speed Front Wheel Drive Transaxal  
24 Sealed Nickel - Metal Hydride Batteries  
Speed Sensing Electro - Hydraulic Power Steering  
Power Assisted Front Disc/Rear Drum Brakes  
Air Conditioning  
Heavy Duty Heat Pump  
ABS/Regenerative Braking  
Heated Windshield

Quantity/ Delivery		Delivery Schedule Request	
Total Number of Vehicles		November 1998 - January 1999	May - July 1999
		February - April 1999	August - October 1999

Toyota will make every effort to deliver vehicles in accordance with your requested delivery schedule.

Optional Equipment	Colors	
Cold Kit: Rear Seat Heaters, Traction Control Heavy Duty Wiper Motor (\$385.00)	White	Green Pearl
	Silver Metallic	Sapphire Blue
	Red Pearl	

## Pricing

☐ Lease Program: 3 Years/36 Month Term

\* ☐ \$457 Month

\*\* ☐ \$599 Month

☐ Please check here if your organization or vehicle orders will be considered "tax exempt." Documentation must be provided.

\* ☐ Lump- Sum \$16,000

\*\* ☐ Lump Sum \$21,000

☐ Please check here if your organization will be Considered "registration fee" exempt. Documentation must be provided.

\*\* Based on California incentive program in the following areas only: Ventura, Santa Barbara, San Diego, Sacramento, South Coast and Bay Area.

☐ Please check here if your organization is eligible for California AQMD Incentive. Please provide written Proof from your local AQMD to be eligible.

\*\* National Program.

Home Charging Device (HCD) is not included as part of the 1999 Program.

The undersigned agrees to lease RAV4EVs in the quantity specified in this order request. The undersigned acknowledges that before vehicle delivery, the undersigned will be required to sign Toyota Motor Credit Corporation's standard RAV4EV Master Lease Agreement for all leased vehicles. Pricing does not include freight charge of \$420.00 or applicable sales tax and registration fees. Please provide proof of insurance with this document.

Company Name:

Address:

City:

Phone:

State:

Zip:

Fax:

Authorized Signature

Date

Name

Title

(Chart A)

## EXPLANATION OF THE RULE OF 78S REBATING

The computation of rebates on pre-computed retail installment contracts can occasionally cause confusion. There may be misconceptions pertaining to the finance charges or payoff balances on your pre-computed retail installment contract. Toyota Motor Credit Corporation has designed this brochure to assist in your understanding of the rebating method.

If you pay off your account at any time prior to the final payment, a refund of unearned finance charges will be credited to your account balance. The refund, referred to as the "rebate," is calculated by a rebating method determined by legal requirements and the prepayment method disclosed in your contract.

Toyota Motor Credit Corporation, like many financial institutions, applies a mathematical formula referred to as the "Rule of 78s" to determine the amount of finance charges earned at any point in the contract. Finance charges are based on the unpaid balance. As a result, a greater portion of the finance charges are accrued during the initial payments in the early months of the contract. (See Chart "A" for Rule of 78s Finance Charge/Principal).

The Rule of 78s is based on the sum of the digits — a method of weighting the principal balances outstanding over periods of time. For example, on a 12-month contract add the number of payments:

$$1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 = 78$$

The answer, 78, is the sum of the digits and explains the mathematical procedure title.

The total finance charge in this case would be divided into 78 parts for payment over the term of the contract. In the first month before making any payments you have the use of the entire amount financed and, therefore, pay 12/78ths of the total finance charge in the first payment; in the second month, you still have the use of 11 parts of the amount financed and would pay 11/78ths of the finance charge; in the third, 10/78ths and so on down to the final installment, 1/78th. Since this is based on the "Sum of the Digits," a 24-month contract would consist of 300 parts, a 36-month contract 666 parts, a 42-month contract 903 parts, a 48-month contract 1176 parts, and a 60-month contract 1830 parts. (See Chart "B" for Finance Charge Refund Percentages).

Upon prepayment in full, or termination of a retail installment contract, the unearned finance charges will be rebated and credited to the outstanding balance on your account. This will be based on the Rule of 78s and the number of payments on the contract as they are scheduled to be made.

Please feel free to contact your local Toyota Motor Credit Corporation branch office should you have any questions or require additional information. It is a pleasure to serve your finance needs.

Thank you.

## RULE OF 78S FINANCE CHARGE/PRINCIPAL

Amount Financed \$6000.00  
Finance Charge \$2100.00  
Term 36 Months

Month	Finance Charge	Principal Payment	Payments
1	\$113.51	\$111.49	\$225.00
2	\$110.36	\$114.64	\$225.00
3	\$107.21	\$117.79	\$225.00
4	\$104.05	\$120.95	\$225.00
5	\$100.90	\$124.10	\$225.00
6	\$97.75	\$127.25	\$225.00
7	\$94.59	\$130.41	\$225.00
8	\$91.44	\$133.56	\$225.00
9	\$88.29	\$136.71	\$225.00
10	\$85.14	\$139.86	\$225.00
11	\$81.98	\$143.02	\$225.00
12	\$78.83	\$146.17	\$225.00
13	\$75.68	\$149.32	\$225.00
14	\$72.52	\$152.48	\$225.00
15	\$69.37	\$155.63	\$225.00
16	\$66.22	\$158.78	\$225.00
17	\$63.06	\$161.94	\$225.00
18	\$59.91	\$165.09	\$225.00
19	\$56.76	\$168.24	\$225.00
20	\$53.60	\$171.40	\$225.00
21	\$50.45	\$174.55	\$225.00
22	\$47.30	\$177.70	\$225.00
23	\$44.14	\$180.86	\$225.00
24	\$40.99	\$184.01	\$225.00
25	\$37.84	\$187.16	\$225.00
26	\$34.68	\$190.32	\$225.00
27	\$31.53	\$193.47	\$225.00
28	\$28.38	\$196.62	\$225.00
29	\$25.23	\$199.77	\$225.00
30	\$22.07	\$202.93	\$225.00
31	\$18.92	\$206.08	\$225.00
32	\$15.77	\$209.23	\$225.00
33	\$12.61	\$212.39	\$225.00
34	\$9.46	\$215.54	\$225.00
35	\$6.31	\$218.69	\$225.00
36	\$3.15	\$221.85	\$225.00
TOTAL	\$2,100.00	\$6,000.00	\$8,100.00

For chart B, see reverse



(Chart B)  
**FINANCE CHARGE REFUND PERCENTAGES**  
**ACCORDING TO THE**  
**RULE OF 78s METHOD**

	Term								
	60	54	48	42	36	30	24	18	12
1	0.05	0.07	0.08	0.11	0.15	0.22	0.33	0.58	1.26
2	0.16	0.20	0.26	0.33	0.45	0.65	1.00	1.75	3.85
3	0.32	0.40	0.51	0.66	0.90	1.29	2.00	3.51	7.69
4	0.54	0.67	0.85	1.11	1.50	2.15	3.33	5.85	12.82
5	0.81	1.01	1.28	1.66	2.25	3.23	5.00	8.77	19.23
6	1.14	1.41	1.79	2.33	3.15	4.52	7.00	12.28	26.92
7	1.53	1.89	2.38	3.10	4.20	6.02	9.33	16.37	35.90
8	1.96	2.42	3.06	3.99	5.41	7.74	12.00	21.05	46.15
9	2.45	3.03	3.83	4.98	6.76	9.68	15.00	26.32	57.69
10	3.00	3.70	4.68	6.09	8.26	11.63	18.33	32.16	70.51
11	3.60	4.44	5.61	7.31	9.91	14.19	22.00	38.60	84.62
12	4.26	5.25	6.63	8.64	11.71	16.77	26.00	45.61	100.00
13	4.97	6.13	7.74	10.08	13.66	19.57	30.33	53.22	
14	5.73	7.07	8.93	11.63	15.77	22.58	35.00	61.40	
15	6.55	8.08	10.20	13.29	18.02	25.81	40.00	70.18	
16	7.43	9.16	11.56	15.06	20.42	29.25	45.33	79.53	
17	8.36	10.30	13.01	16.94	22.97	32.90	51.00	89.47	
18	9.34	11.52	14.54	18.94	25.68	36.77	57.00	100.00	
19	10.38	12.79	16.16	21.04	28.53	40.86	63.33		
20	11.47	14.14	17.86	23.26	31.53	45.16	70.00		
21	12.62	15.56	19.64	25.58	34.68	49.68	77.00		
22	13.82	17.04	21.51	28.02	37.99	54.41	84.33		
23	15.08	18.59	23.47	30.56	41.44	59.35	92.00		
24	16.39	20.20	25.51	33.22	45.05	64.52	100.00		
25	17.75	21.89	27.64	35.99	48.80	69.89			
26	19.18	23.64	29.85	38.87	52.70	75.48			
27	20.65	25.45	32.14	41.86	56.76	81.29			
28	22.18	27.34	34.52	44.96	60.96	87.31			
29	23.77	29.29	36.99	48.17	65.32	93.55			
30	25.40	31.31	39.54	51.50	69.82	100.00			
31	27.10	33.40	42.18	54.93	74.47				
32	28.85	35.56	44.90	58.47	79.28				
33	30.65	37.78	47.70	62.13	84.23				
34	32.51	40.07	50.60	65.89	89.34				
35	34.42	42.42	53.57	69.77	94.59				
36	36.39	44.85	56.63	73.75	100.00				
37	38.41	47.34	59.78	77.85					
38	40.49	49.90	63.01	82.06					
39	42.62	52.53	66.33	86.38					
40	44.80	55.22	69.73	90.81					
41	47.04	57.98	73.21	95.35					
42	49.34	60.81	76.79	100.00					
43	51.69	63.70	80.44						
44	54.09	66.67	84.18						
45	56.53	69.70	88.01						
46	59.07	72.79	91.92						
47	62.92	75.96	95.92						
48	64.26	79.19	100.00						
49	66.93	82.49							
50	69.67	85.86							
51	72.45	89.29							
52	75.30	92.79							
53	78.19	96.36							
54	81.15	100.00							
55	84.15								
56	87.21								
57	90.32								
58	93.49								
59	96.72								
60	100.00								